cases fail to recognize the significance of a delivery in escrow, and that the principal case is correct.

EQUITY — JURISDICTION — APPOINTMENT OF RECEIVER IN AID OF JUDGMENT CREDITOR.— The plaintiff judgment creditor was unable to secure execution because the defendant had deposited his furniture in a warehouse, and the warehouseman refused to point out the property. The plaintiff asked that a receiver be appointed. *Held*, that the relief will not be granted. *Morgan* v. *Hart*, 49 L. J. 112 (Ct. App. 1914).

The principal case is undoubtedly right. The appointment of a receiver in cases of this sort is by way of equitable execution, and is only to be resorted to when the remedy for execution at law is inadequate. *Harris* v. *Beauchamp Bros.*, [1894] 1 Q. B. 801. The appointment of a receiver to reach jewelry worn by the debtor is within this principle, for the sheriff cannot levy. *Frazier* v. *Barnum*, 19 N. J. Eq. 316. But in the principal case there was only the practical difficulty of compelling the debtor or the warehouseman to point out the property. It would seem that this could have been accomplished by the statutory remedy of discovery. See RULES OF THE SUPREME COURT, ENGLAND, Order XLII, r. 32, 33.

EVIDENCE — DECLARATIONS CONCERNING INTENTION — POST-TESTAMENTARY DECLARATIONS OF TESTATOR ON ISSUE OF INTENT TO REVOKE. — A will and a codicil written on a single sheet were found among the papers of the testatrix. The signature to the codicil, with a part of the will, had been cut out. To prove that this had been done with intent to revoke the will as well as the codicil, the contestant offered several declarations, made by the testatrix after the execution of the will, during a period of several years prior to her death. *Held*, that the evidence is admissible. *Burton* v. *Wylde*, 103 N. E. 976 (Ill.).

The authorities generally agree that post-testamentary declarations are admissible to support or rebut the ordinary presumption that a lost or mutilated will in the testator's custody has been destroyed with intent to revoke. *Keen* v. *Keen*, L. R. 3 P. D. 105; *Patterson* v. *Hickey*, 32 Ga. 156; *Williams* v. *Miles*, 68 Neb. 463, 94 N. W. 705. Declarations of the testator which accompany the act of revocation are admissible as part of the *res gesta*. *Glass* v. *Scott*, 14 Colo. App. 377, 60 Pac. 186. But in the absence of a special exception to the hearsay rule for post-testamentary statements, declarations subsequent to revocation must depend upon the hearsay exception which admits contemporaneous expressions of a material state of mind. *Aldrich* v. *Aldrich*, 215 Mass. 164, 102 N. E. 487; *Mutual Life Insurance Co.* v. *Hillmon*, 145 U. S. 285; *Commonwealth* v. *Trefethen*, 157 Mass. 180, 31 N. E. 961. This exception should not extend to subsequent declarations offered to prove the act of revocation, for to permit inferences from present states of mind, made admissible by the exception, to past acts, would practically abrogate the hearsay rule, and is thus fundamentally objectionable. *Stevens* v. *Stevens*, 72 N. H. 360, 56 Atl. 916; *Boylan* v. *Meeker*, 28 N. J. L. 274. *Cf. Throckmorton* v. *Holt*, 180 U. S. 552. See 26 HARV. L. REV. 146. But when the issue is the intent accompanying a presumed or admitted physical act of destruction, the only inference is from present to past intent, and there is, therefore, no use made of the mental state exception to avoid the whole hearsay rule. Later declarations of intent to revoke should then be admissible where clearly relevant, that is, if there is strong proof of a continuing intention running back to the time of the act. *Managle* v. *Parker*, 75 N. H. 139, 71 Atl. 637; *Behrens* v. *Behrens*, 47 Oh. St. 323; *Collagan* v. *Burns*, 57 Me. 449. *Contra*, *In re Kennedy*, 167 N. Y. 163, 60 N. E. 442. In the principal case, the declarations covered a considerable period of time, so that it was not unreasonable to infer